

RESOLUTION R2011-15

**EAST WINDSOR TOWNSHIP
MERCER COUNTY**

WHEREAS, as a result of negotiations, the Teamsters Local Union No. 676 and the Township of East Windsor have reached agreement on the terms and conditions of employment; and

WHEREAS, the Township Council has reviewed the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of East Windsor, in the County of Mercer, State of New Jersey, as follows:

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute the attached Agreement between the Township of East Windsor and the Teamsters Local Union No. 676, effective January 1, 2010 expiring December 31, 2011.
2. A copy of the said agreement will be available for public inspection in the Office of the Municipal Clerk.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the East Windsor Township Council at a meeting held on January 18, 2011.


Cindy A. Dye
Municipal Clerk

A G R E E M E N T

Between

TOWNSHIP OF EAST WINDSOR

AND

TEAMSTERS LOCAL UNION NO. 676

Affiliated with the International Brotherhood of Teamsters

Police Dispatchers
Police Clerical Personnel

Effective Dates:

January 1, 2010
Through
December 31, 2011

TABLE OF CONTENTS

Page I.

TABLE OF CONTENTS	I - V
PREAMBLE	1
WITNESSETH	1
ARTICLE 1: RECOGNITION	2
ARTICLE 2: MANAGEMENT RIGHTS	2
ARTICLE 3: ANTI-DISCRIMINATION	2
ARTICLE 4: UNION RIGHTS	3
Section A: Access to Premises	
Section B: Inspection of Payroll Records	
Section C: Shop Steward	
Section D: Investigation of Grievances by Shop Steward	
ARTICLE 5: CHECK-OFF	4
ARTICLE 6: AGENCY SHOP	5
ARTICLE 7: SENIORITY	6
Section A: Employment Categories	
Section B: Seniority Defined	
Section C: Seniority Lost and Employment Terminated	
Section D: Shop Steward/Seniority	
Section E: Job Openings	
ARTICLE 8: SENIORITY RANK AND POSTING	8
ARTICLE 9: PROBATIONARY PERIOD	8
ARTICLE 10: LAYOFF AND RECALL	9
Section A: Notification of Recall	
Section B: Notice of Layoff	
Section C: Layoff-Recall Procedure	
Section D: Order of Layoff	
Section E: Re-hiring	
Section F: Transfers	
ARTICLE 11: DISCIPLINE AND DISCHARGE	11
Section A:	
Section B:	
ARTICLE 12: RULES, REGULATIONS AND SAFETY CODE	12

TABLE OF CONTENTS
PAGE II

ARTICLE 13:	GRIEVANCE PROCEDURE	12
	Section A: Purpose	
	Section B: Definitions	
	Section C: Steps	
	Section D: Arbitration	
	Section E: Time Limits	
ARTICLE 14:	LEAVE OF ABSENCE WITHOUT PAY	14
	Section A: Personal	
	Section B: Maternity and Paternity	
ARTICLE 15:	TIME OFF FOR UNION ACTIVITIES	14
ARTICLE 16:	SICK LEAVE	15
	Section A:	
	Section B:	
	Section C: Evidence of Illness or Injury	
	Section D: Work Related Illness or Injury	
	Section E: Accumulation of Unused Sick Leave Credits	
	Section F: Overdraw of Sick Leave Credits	
	Section G:	
	Section H: Extended Illness	
	Section I: Non-Probationary Employee/Temporary Leave for Disability	
	Section J: Reporting of Sick Leave Absence	
ARTICLE 17:	FUNERAL LEAVE	17
	Section A: Death in Immediate Household	
	Section B: Death in Family	
	Section C:	
	Section D:	
ARTICLE 18:	JURY DUTY	18
ARTICLE 19:	BULLETIN BOARD	18
ARTICLE 20:	WORK PERFORMED BY COVERED EMPLOYEES	18
ARTICLE 21:	SEVERABILITY OF AGREEMENT	19
ARTICLE 22:	SUPERSEDING CLAUSE	19
ARTICLE 23:	FULLY BARGAINED PROVISIONS	19
	Section A:	
	Section B:	
ARTICLE 24:	PAY FOR TIME IN COURT	19

TABLE OF CONTENTS
Page III

ARTICLE 25:	CLOTHING, UNIFORMS AND MEAL ALLOWANCE	20
	Section A: Clothing and Uniforms	
	Section B: Meal Allowances	
ARTICLE 26:	VACATIONS	21
	Section A: Annual Vacation Leave Schedule	
	Section B: Accumulation of Annual Vacation Leave	
	Section C: Annual Vacation Leave Schedule	
	Section D: Vacation Day	
	Section E:	
	Section F: Compensation for Accrued Vacation Leave Upon Termination from Township Service	
	Section G: Official Holiday/Vacation Leave	
	Section H: First Six (6) Months of Employment	
	Section I: Credit of Vacation Leave/Termination of Employment	
	Section J: Advance Paycheck	
	Section K: Smallest Unit of Time Allowed	
ARTICLE 27:	PERSONNEL FILES	23
	Section A: Personnel File	
	Section B: Review of Personnel File	
	Section C: Filing of a Written Complaint/Right to Rebuttal	
	Section D: Maintenance of Personnel Files	
ARTICLE 28:	TERMINATION COMPENSATION	24
	Section A: Event of Employee's Death	
	Section B: Event of Retirement or Termination	
ARTICLE 29:	TRAVEL EXPENSES	24
ARTICLE 30:	TRAINING TIME	24
	Section A:	
	Section B:	
	Section C:	
ARTICLE 31:	HOLIDAYS	25
	Section A: Full-Time Permanent Employees	
	Section B: If Township Declares Additional Holiday	
	Section C: Compensation for Holidays	

TABLE OF CONTENTS

Page IV

ARTICLE 32:	COMPENSATION	27
	Section A: Compensation for 2010	
	Section B: Compensation for 2011	
	Section C: New Hire	
ARTICLE 33:	LONGEVITY	28
	Section A: Longevity Payment Schedule	
	Section B: Longevity Payment	
	Section C: Employment Termination - Pro-rated Payment	
ARTICLE 34:	HOURS OF WORK AND OVERTIME	29
	Section A: Hours of Work	
	Section B: Overtime Compensation	
ARTICLE 35:	LAYOFF	30
ARTICLE 36:	RESIGNATION	31
	Section A: Proper Notification	
	Section B: Improper Notification	
ARTICLE 37:	LIABILITY INSURANCE	31
	Section A: False Arrest and Liability Insurance	
	Section B: Legal Representation	
ARTICLE 38:	MILITARY LEAVE	32
	Section A: Armed Forces of the United States	
	Section B: Summer Encampment	
ARTICLE 39:	CONDITIONS OF WORK SAFETY	32
ARTICLE 40:	HEALTH BENEFITS AND INSURANCE	33
	Section A: Health Benefit Program	
	Section B: Health Benefit Program for Retirees	
	Section C: Changes in Health Benefit Program	
	Section D: Sick Leave Injury	
	Section E: Public Employees Retirement System	

TABLE OF CONTENTS
Page V

ARTICLE 41:	PAY PERIODS	35
	Section A:	
	Section B:	
	Section C:	
ARTICLE 42:	CREDIT UNION	35
ARTICLE 43:	CLOTHING CLEANING AND MAINTENANCE OF UNIFORMS	36
	Section A: Cleaning and Maintenance Allowance	
	Section B: Payment of Allowance and Provision for Tinted Prescription Glasses or Computer Tinted Safety Screen	
ARTICLE 44	RETROACTIVITY	36
ARTICLE 45:	TERM AND RENEWAL OF AGREEMENT	37

PREAMBLE

This Agreement, entered into by and between East Windsor Township, hereinafter referred to as the Employer, a municipal corporation of the State of New Jersey, and the Teamsters Local No. 676, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

WITNESSETH

Now, therefore, the parties hereto agree as follows:

ARTICLE 1: RECOGNITION

The Township recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining negotiations for all employees of the East Windsor Township Police Department employed in the following classifications: Communications Operator and Clerk Typist. Excluded are all other employees of the Township including all supervisors, managerial, confidential, craft and professional employees.

ARTICLE 2: MANAGEMENT RIGHTS

The Township, in conformance with law, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, and shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Laws and Constitution of the State of New Jersey and of the United States.

ARTICLE 3: ANTI-DISCRIMINATION

Neither the Township nor the Union shall, by reason of race, creed, color, age, national origin, ancestry, physical disability, political belief, marital status, sex or by reason of Union membership or non-membership, discriminate against any person who is qualified and available to perform the work to which the employment relates.

ARTICLE 4: UNION RIGHTS

Section A: Access to Premises

Authorized agents of the Union shall have access to the Township premises at any time during working hours for the purpose of adjusting disputes, investigation of working conditions, collection of dues and ascertaining that the Agreement is being adhered to. Non-employee agents shall notify management prior to their arrival.

Section B: Inspection of Payroll Records

Whenever a complaint is made concerning the wages, vacations and/or holidays of an employee, the complaining employee and the union shall have the right to inspect the Township's payroll and time records during the Grievance Procedure.

Employees requesting to review payroll records shall make such requests through the regular chain of command.

Section C: Shop Steward

The Township recognizes the right of the Union to designate shop stewards and alternates from the township's seniority list. The authority of shop stewards and alternates so designated by the union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Township or the Township's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues and fees when authorized by Local Union resolution.
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information have been reduced to writing; or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Township's business.

Shop stewards and their alternates shall perform their regular duties.

Section D: Investigation of Grievances by Shop Steward

Shop Steward(s) shall be permitted to investigate, present and process grievances on the property of the Township during his/her normal tour of duty without loss of time or pay.

ARTICLE 5: CHECK-OFF

The Township, during the life of this Agreement, agrees to make deductions for the convenience of the Union and its members of regular monthly Union membership dues and fees. The Township will only make such deductions from the wages of each employee who voluntarily signs an "authorization card."

Deductions for regular monthly membership dues and fees will be made from each pay period of each month, from the wages of each such employee receiving a pay check for that period, and shall be applicable to the dues and fees for that month only, except that if any such employee does not receive a pay check for that period, but does receive a pay check on the dues deduction pay day of the succeeding month, the deduction will be made on the latter pay day, provided that no more than two (2) months dues and fees will be checked-off on any one pay day.

All deductions of Union membership dues and fees shall be paid to the local Union Treasurer, together with a list showing the names of the employees from whose pay deductions were made and the amount of each.

The Union agrees to notify the Township of the official amounts of regular union membership dues and fees to be deducted. Such notification by the Union is to be in writing and signed by the Union President/or Secretary/Treasurer.

Should any change occur during the term of this Agreement, the Union shall notify the Township in writing of such change thirty (30) days before any change in the amount of said deductions.

Any dispute, which may arise as to whether an employee properly executed or revoked his/her "authorization for dues check-off", shall be subject to the grievance procedure.

ARTICLE 6:

AGENCY SHOP

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, c.100, C. 34:13A-1 et seq.) shall take effect. Those employees of East Windsor Township that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

The maximum representation fee in lieu of dues assessed non-members in any dues year shall be the lower of:

1. Eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Union to its own members.
2. Regular membership dues, fees and assessments charged by the Union to its own members reduced by the percentage amount spent during the most recently completed fiscal year by the Union and any affiliate of the Union which receives any portion of the representation fees in lieu of dues paid or payable to the Union on benefits available to or benefiting only its members and in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment. The amount shall be based upon the figures contained in the statement provided non-members prior to the start of the dues year in accordance with N.J.A.C. 19:17-3.3(a)11. Provided further that the Union shall annually recalculate its representation fee in lieu of dues.

The Union's entitlement to the representation fee shall be contingent upon the establishment and maintenance of a demand and return system as set forth in N.J.S.A. 34:13A-1 et seq. Payment of the representation fee in lieu of dues shall be made to the Union during the term of the collective negotiation agreement affecting such non-member employees and during the period, if any, between successive agreements so providing, on or after, but in no case sooner that the 13th day following the beginning of an employee's employment in a position included in the appropriate negotiations unit, and the 10th day following re-entry into the appropriate unit for employees who previously served in a position included in the appropriate unit who continued in the employ of the Township in a excluded position and individuals being re-employed in such unit from a re-employment list. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision.

The Union shall intervene in, and defend any administration or court litigation concerning this provision.

ARTICLE 7: SENIORITY

Section A: Employment Categories

All employees shall be classified into one of the following categories:

Full-Time

A permanent employee appointed to a regular Township position, who has served the requisite probationary period, who regularly performs assigned recurring duties each week for thirty-five (35) hours (Clerical), forty (40) hours, or forty (40) hour equivalent schedule (Radio Officer) and who receives all rights and benefits.

Part-Time

A permanent employee appointed to a regular Township position working fewer than the normal full-time weekly work hours but not less than twenty (20) hours on a schedule that extends throughout the year, who has served the requisite probationary period and who is eligible for benefits, some of which are on a pro-rated basis and some of which are on a Payroll deduction.

Hourly

An employee working on an hourly basis is not eligible for paid benefits or seniority rights. An employee is considered hourly who is hired for seasonal or temporary work either full-time for a fixed duration or part-time for a fixed duration and who is not eligible for benefits.

Probationary

All employees are considered probationary until they satisfactorily complete the requisite probationary period and attain permanent status.

Section B: Seniority Defined

1. Seniority rights for employees shall prevail at all times. Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. An Employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by Township authorized physician, or layoff.

2a. The seniority of an employee who transfers from one category to another (for example, part-time to full-time) shall be calculated from the time of the transfer, except as the seniority relates to vacation and longevity benefits already being received by that employee.

2b. Persons who transfer to employment with East Windsor Township continuous from permanent full-time employment with the New Jersey state government, any county or municipal government agency in New Jersey or any local or regional public school system in New Jersey are eligible, upon appointment in East Windsor, for additional seniority benefits. For the purposes of determining the amount of vacation and longevity payments due an employee, seniority shall include employment with the Township plus previous full-time continuous employment with the State of New Jersey or any political subdivision or school district in the state. Such employment must have been as a full-time permanent employee in good standing and must have been continuous, except that short-term discontinuities shall be waived if the employee did not accept any other employment or compensation other than unemployment or public assistance payments during the interim. This benefit shall not apply to calculation of seniority for purposes of determining eligibility for promotion or for credits during a reduction in force, unless required by State Law.

Section C: Seniority Lost and Employment Terminated

All seniority shall be lost and employment terminated if any of the following occur:

1. Discharge with cause as set forth in Article 11;
2. Resignation; retirement;
3. Failure to return immediately upon expiration of authorized leave;
4. Absence for five (5) consecutive working days without leave or notice;
5. Engaging in any other employment during a period of leave; and
6. Employees who have been on layoff status in excess of two (2) years.

Section D: Shop Steward/Seniority

The designated shop stewards shall have the top seniority for purposes of layoff and recall only. If the shop steward resigns or fails to hold his/her position, his/her seniority position will revert immediately to the seniority date, which he/she would have had if he/she had not held the position of shop steward.

Section E: Job Openings

All job openings or vacancies shall be posted by the Township on the employee's bulletin board for a period of fourteen (14) consecutive calendar days. Any employee wishing to bid for the opening or vacant position shall do so in writing by signing the posting.

All openings or vacancies shall be filled according to seniority, providing the employee is qualified. Each employee shall have a qualification period. If an employee is disqualified or voluntarily gives up the promotion, transfer or demotion, he/she shall be allowed to resume his/her former position without penalty.

ARTICLE 8: SENIORITY RANK AND POSTING

Once each year, during the first quarter of the calendar year, the Township shall compile and submit to the Union in writing, and then post in a conspicuous place, a seniority list or lists from regular payroll records. Any employees hired after said posting shall have their names added to this list, in order or date of hiring, and the Union shall be notified of such addition. Any controversy over the seniority standing of any employee on the seniority list or lists shall be submitted as a grievance within thirty (30) days after posting after which the list shall become binding. After an employee has completed his/her probation period he/she shall gain seniority status, his/her seniority date on the seniority list shall revert to the first day of his/her employment.

ARTICLE 9: PROBATIONARY PERIOD

Each employee of the Township who becomes a new member of this bargaining unit shall be subject to a probationary period of employment during which time said employee may be discharged by the Township with or without cause. The length of this probationary period shall be six (6) months from the date of employment by the Township, with the option of the Chief of Police to extend for six (6) months. Commencing on the first day of employment, the employee shall receive all Health Care Benefits, except dental and other optional benefits, and commencing on the 61st. calendar day following employment with the Township, the employee shall be entitled to all other provisions of this agreement, except that probationary employees may not utilize the provisions of Article 11 hereof to protest their terminations.

ARTICLE 10: LAYOFF AND RECALL

Section A: Notification of Recall

The Township, when recalling laid-off employees, shall recall on the basis of seniority and shall send a registered letter to the employee's last known address (as indicated on the employee's payroll record) and the employee shall have three (3) days from receipt of such notice to respond to such recall notice. If the employee fails to report to work within a seven (7) day period, he/she may be terminated. If he/she then is re-hired, he/she shall be considered a new employee without his/her former seniority.

Section B: Notice of Layoff

The Township agrees to give forty-five (45) working days notice whenever making permanent layoffs, to the Union and the Shop Steward and the employee. Notice must be given in writing. Where such required notice is not given, the Township shall pay the employee forty-five (45) working days wages in lieu thereof.

Section C: Layoff-Recall Procedure

Layoff is the separation of a permanent employee from a position for reasons other than delinquency or misconduct. Job title of employees subject to layoff will be determined by the Manager with the approval of Council.

Section D: Order of Layoff

Layoff of permanent employees shall be in the order of seniority with the last employee hired as the first laid off.

1. Bumping

a. Employees given notice of a layoff or who have been bumped by employees who have been given such notice have the right to consider bidding for and bumping into other municipal positions presently held by employees with less seniority.

b. Employees who bump to lower classifications shall receive the rate of pay specified for the lower classification.

c. An employee may only bump into a position where he/she or she has the ability and background to properly learn the new job within a reasonable period as determined by the Township Manager.

2. Bidding After Bumping

If, within a two-year period from the date an employee has bumped or has been bumped and has assumed a new position, his or her old job title opens as a full-time position, the employee will be given first right to bid on the open full-time position. Seniority shall be used to determine who shall be the successful bidder if more than one in this status has expressed interest.

Section E: Re-hiring

All employees who have been laid off shall have the first right to be re-employed in the same job title or a job title for which he or she is qualified or can be trained within a reasonable time to be qualified should a position in that job title open. The Township shall not employ new applicants until those on layoff status have exercised their re-hiring rights within a reasonable period. The right to be re-hired shall extend for a period of two years from the date of termination but may be extended by the Township Manager if warranted. For purposes of seniority calculation, the layoff period shall be computed as time credited toward seniority. Seniority shall be used to determine who shall be re-hired if more than one employee on layoff status has expressed interest in a given open position.

Section F: Transfers

Employees who desire to transfer voluntarily within the Township may do so if a position vacancy exists, and the supervisor of the vacant position finds the employee qualified and the Township Manager approves.

Employees whose service in a given position is no longer required or who can be better utilized in a different position temporarily or permanently may be transferred involuntarily to a different position.

It may be in the best interests of the township and the employee for the employee to be assigned to a different position.

A probationary period of two months will be mandatory following transfers. Permanent status and anniversary date will not be affected by transfers.

Under certain circumstances, a transfer may involve a decrease in pay. An employee transferred involuntarily for administrative reasons shall suffer no loss of pay.

ARTICLE 11: DISCIPLINE AND DISCHARGE

Section A:

No permanent employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard.

Section B:

Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his/her first offense but shall receive at least one written warning for each different offense. The parties agree that causes for dismissal without first discussing the matter with the Business Agent shall be the following:

1. Calling or participating in any strike, work stoppage, slowdown, sickout, walkout or like action.
2. Drunkenness, established during working hours, or being under the influence of alcohol during working hours.
3. Theft or dishonesty.
4. Assault on Township employees or Township representatives.
5. Possession and/or use of drug or substance in violation of and as defined in N.J.S.A. 24:21-1 et seq., or N.J.A.C. 2C:35-1 et seq.
6. Conviction of federal, state and/or municipal criminal offense.

In each instance, the Employer shall promptly notify the Shop Steward of the action taken in writing with a copy to the Union. The parties agree that any action taken dismissing or suspending may be subject to the Grievance Procedure and arbitration as provided in the Agreement.

ARTICLE 12: RULES, REGULATIONS AND SAFETY CODE

The Township may establish such reasonable rules, as it deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement. A copy of such rules shall be sent promptly to the Union. Police Radio Officers shall be governed by the rules of the Police Department and the Police Clerical Employees shall be governed by the rules governing non-police personnel.

ARTICLE 13: GRIEVANCE PROCEDURE

Section A: Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

Section B: Definitions

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, policies, agreements and administrative decisions affecting the terms and conditions of employment, and shall be raised by an individual, the Union on behalf of an individual or group of individuals, or the Township.

Section C: Steps

Except for a grievance not involving an employee, a grievance shall be filed in writing within five (5) working days of its alleged occurrence and be processed in accordance with the following steps:

1. Verbally between the aggrieved employee, with his/her Steward, and his/her Supervisor (The Commander of Service Division). If no satisfactory resolution is reached within three (3) working days, the employee may submit the grievance, in writing, to the second step within five (5) working days from the verbal answer.

2. A meeting between the aggrieved employee with the Steward and the employee's immediate supervisor shall be held within ten (10) working days following the day the written grievance was filed. If no satisfactory agreement is reached within three (3) working days after the meeting, or after the expiration of the foregoing ten (10) working day period, then the employee may submit the grievance, in writing, to the third step within fifteen (15) working days following the day the written grievance was filed.

3. Non-employee grievance shall begin at this step. A meeting shall be held between the aggrieved employee, with the Steward, and the Chief of Police scheduled by the Chief of Police within five (5) working days of receipt of submission of the grievance to the third step. If no satisfactory resolution is reached within three (3) working days after the meeting, then the employee or union may submit the grievance in writing to the fourth step within five (5) working days of the third step meeting.

4. A meeting between a Business Agent of the Union with the Steward in conference with the Township Manager or his/her designated representative(s) at a time to be fixed by mutual agreement between the Township Manager or his/her designated representative and the Business Agent of the Union.

Should no acceptable agreement can be reached within an additional ten (10) working days, after the fourth step meeting, then the matter may be referred to arbitration by the Township or the Union only.

Either the Union or the Township may have witnesses whose testimony is relevant at the Step Three or Step Four meeting. A witness's attendance will be limited, however, to the time required to present his/her testimony.

Section D: Arbitration

If the grievance is not settled in the foregoing steps, then either party may, with written notice to the other, within ten (10) working days after the answer to Step Four, submit said grievance to the New Jersey State Board of Mediation for selection of an arbitrator. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The arbitrator's decision shall be based solely on this Agreement. The arbitrator shall set forth his/her findings and award within thirty (30) days after the closing of the arbitration hearing. The arbitrator's findings and award shall be in writing and shall be final and binding on the parties. Each party shall bear the expense of its representatives and witnesses. The fees and expenses of the Arbitrator shall be borne equally by the parties.

Section E: Time Limits

If a grievance is not appealed from one step to the next step or to arbitration within the time limits specified for each step, or as mutually extended, the grievance shall be considered settled on the basis of the last decision of the Township and shall not be eligible for further appeal.

ARTICLE 14: LEAVE OF ABSENCE WITHOUT PAY

Section A: Personal

Upon written request of an employee, leaves of absence without pay and without accrual of payment of fringe benefits shall, at the Township's discretion, be granted to an employee who has established valid justification for such leave. The Township will endeavor to grant such leaves of absence in a consistent manner. Such a leave of absence shall not exceed thirty (30) days unless extended at the discretion of the Township.

Section B: Maternity and Paternity

Maternity and Paternity leave shall be governed by the applicable provisions of New Jersey and Federal law including the Family Leave Act, N.J.S.A. 34:11B-1 et seq. and the Family Medical Leave Act, 29 U.S.C., Section 2601, et seq., as each may be applicable.

ARTICLE 15: TIME OFF FOR UNION ACTIVITIES

The Employer agrees to grant the necessary time off without discrimination or loss of seniority and without pay to the shop steward designated by the Union, in writing, to the Employer, to act as an elected Union Officer, Business Agent, Organizer, or to attend a Labor Convention not to exceed two (2) weeks per annum.

Permission for such time off must be request of the Chief of Police, in writing, at least four (4) weeks in advance.

16: SICK LEAVE

Section A:

Employees in the bargaining unit on a 35 hour per week schedule shall be allowed 105 hours of paid sick leave per calendar year and employees on a 40 hour per week, or 40 hour per week equivalent schedule shall be allowed 120 hours of paid sick leave per calendar year. Paid sick days shall be deducted based upon the employee's normal working hours for the day, i.e., seven (7), eight (8) or eight and one-half (8-1/2) hours.

Sick leave days shall be pro-rated on a monthly basis. Part-time employees accrue credit on a pro-rated basis.

Section B:

Sick leave is defined as temporary inability to perform one's duties by reason of illness, injury or disease. Sick leave may be taken in the event of personal illness or illness in the immediate household that requires attendance by the employee, observance of quarantine, or as a result of a disabling injury. For purposes of sick leave, immediate household shall include: parent, spouse or child of the employee, or other person residing in the employee's household.

The smallest unit of time that may be charged to sick leave shall be a half (1/2) a day, except for pre-scheduled medical appointments or illness on duty, for which lesser amounts of time may be taken by advance permission of the Chief of Police.

Section C: Evidence of Illness or Injury

Employees must present evidence of illness or injury only after three (3) consecutive days leave. Any single-day incident of sick leave before or after a holiday or vacation must be supported by a physician's note.

Section D: Work-Related Illness or Injury

In the event of work-related illness or injury, the employee shall retain his/her rights pursuant to the Workers' Compensation Act and not be required to utilize his/her sick leave.

Section E: Accumulation of Unused Sick Leave Credits

Unused sick leave credits may be accumulated and carried forward from year to year, to a total of 50 weeks accumulation, 1750 hours for thirty-five (35) hour schedules and 2000 hours for forty (40) hour or forty (40) hour equivalent schedule. Employees will be compensated for their unused sick time at their current rate of 50% for a maximum payment of \$7,500.00 at time of their termination in good standing or to a maximum of \$10,000.00 at the time of their retirement. If termination occurs during the months of November or December of any calendar year and funds are insufficient to provide for payment of all or part of the accrued vacation, then the Township may provide for payment of the remaining balance of accrued vacation for which funds are insufficient on the first regular payroll date in the following calendar year.

Section F: Overdraw of Sick Leave Credits

For a partial year worked prior to termination, sick leave credit shall be 8-3/4 hours per month for thirty-five (35) hour schedules and ten (10) hours per month for forty (40) hour or forty (40) equivalent schedules, for each full month worked. If, upon termination, an employee has used more sick leave than entitled to, the Township will deduct from the final pay an amount equal to the rate of pay for the hours of sick leave taken in excess of the number earned.

Section G:

An employee who has exhausted the balance of sick leave credits may, with the Chief of Police's approval, charge the excess days of absence to other credits, i.e., vacation leave if available. If not, excess time absent shall be charged to leave of absence without pay if a leave of absence without pay is applied for and approved.

Section H: Extended Illness

In cases of extended illness, when an employee may not work on doctor's orders, employees will be required to present periodic progress reports from their physicians and to be reviewed by the Township's physician at the request of the Chief of Police.

Section I: Non-Probationary Employee/Temporary Leave for Disability

Any non-probationary employee with at least six (6) months seniority may be granted a temporary leave of absence for disability in accordance with the provisions of the Family Medical Leave Act.

Section J: Reporting of Sick Leave Absence

Each employee is required to notify the department head at least one (1) hour before starting time or a reasonable time in the case of an emergency on each day of absence. Failure to give notification as required may result in loss of sick leave credit for that day and may constitute cause for disciplinary action. Failure to report absences from duty for one working week shall constitute a resignation, not in good standing.

ARTICLE 17: FUNERAL LEAVE

Section A: Death in Immediate Household

When a death occurs in the immediate household of an employee, such employee shall be granted up to five (5) working days leave without loss of pay. Proof of death may be required.

An employee's immediate household shall be considered as husband, wife, son, daughter, mother, father, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-child, to include foster child residing in the employee's home, grandchildren or other person residing the household.

Section B: Death in Family

In the event of the death of an employee's aunt, uncle, niece, nephew, or cousin, an employee, when scheduled to work, will be granted one (1) day off with pay plus two (2) additional days, if needed, for long distance travel.

Section C:

An employee needing additional time may utilize accumulated sick or vacation time upon approval of the Chief of Police.

Section D:

Leave without pay for death of anyone else not herein listed, may be granted by the Chief of Police.

ARTICLE 18: JURY DUTY

A regular full-time employee, who loses time from his /her job because of jury duty as certified by the Clerk of the Court, shall suffer no loss of salary. To qualify for full pay, the employee (1) must notify his/her supervisor immediately upon receipt of a summons for jury service; (2) not voluntarily seek jury service; and (3) shall reimburse the Township for wages received for jury service. No reimbursement of wages will be made for jury service during holidays or vacations.

ARTICLE 19: BULLETIN BOARD

The Township shall provide the Union with a 3' x 3' bulletin board to be attached to a wall in the Staff Lounge on the Township's premises for the purpose of posting of notices relating to Union meetings and office business only or other locations subject to the approval of the Chief of Police.

ARTICLE 20: WORK PERFORMED BY COVERED EMPLOYEES

All work performed in any classification covered under this Agreement shall first be offered to employees covered under this Agreement; and no work under any classification covered by this Agreement shall be offered to either the Employer or the Employer's representatives, or any other person or employees unless sufficient unit employees are not available. Offering work to non-unit persons shall not cause reduction of the unit or deprive any unit employee of compensation. The Chief or Supervisor may intervene in the operations, but not to the extent of replacing a unit employee if available.

ARTICLE 21: SEVERABILITY OF AGREEMENT

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 22: SUPERSEDING CLAUSE

This Agreement supersedes any and all other agreements and practices dealing with working conditions and terms and conditions of employment that are inconsistent with the terms of this Agreement.

ARTICLE 23: FULLY BARGAINED PROVISIONS

Section A:

This Agreement incorporates the complete and final understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with regard to any matter whether or not covered by this Agreement and whether or not within the knowledge and contemplation of the parties at the time of negotiation and execution of this Agreement.

Section B:

This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by the parties hereto.

ARTICLE 24: PAY FOR TIME IN COURT

Each employee required to appear in court relating to matters arising out of the performance of his/her duties shall be compensated for all time spent traveling to the court, at court and traveling back from court.

ARTICLE 25: CLOTHING, UNIFORMS AND MEAL ALLOWANCE

Section A: Clothing and Uniforms

The Township, at its expense, shall furnish all Police Radio Officers covered under this Agreement with uniforms. The following shall consist of the initial issue for each employee:

- 4 Long Sleeve Shirts, Light Blue
- 4 Short Sleeve Shirts, Light Blue
- 4 Pairs of Trousers, Black
- 3 Ties
- 1 Pair of Shoes
- Name Tags
- 1 Belt, Black Leather, 1-1/4" with nickel buckle

Yearly, thereafter, each employee shall receive:

- 2 Pair Trousers
- 2 Winter Shirts
- 3 Summer Shirts
- 1 Tie
- 1 Pair of Shoes

Male employees shall be issued "male cut" uniforms and female employees shall be issued "female cut" uniforms.

Section B: Meal Allowance

The Township shall provide meals during emergencies for an employee held over for a period of no less than three hours and for employees called in to work more than three hours beyond their normal shift. The Township shall provide a \$6.00 meal allowance for this purpose.

ARTICLE 26: VACATIONS

Section A: Annual Vacation Leave Schedule

Each employee covered by this Agreement shall be entitled to an annual vacation leave with pay each calendar year in accordance with the following schedule:

1. All employees working thirty-five (35) hour workweeks shall be entitled to seventy (70) hours paid vacation and all employees working forty (40) hour workweeks or forty (40) hour equivalent schedules shall be entitled to eighty (80) hours paid vacation. Vacation for part-time employees will be pro-rated on an hourly basis determined by their regular schedule. Vacation will be accrued monthly from the date of hire. Vacation taken will be charged according to the number of hours in a regular workday and the workweek schedule in effect.
2. All employees working a thirty-five (35) hour work week with sixty (60) months of seniority through the completion of one hundred and eight (108) months will be entitled to one hundred and five (105) hours of paid vacation and employees working forty (40) hour work week or forty (40) hour equivalent schedule will be entitled to one hundred and twenty (120) hours paid vacation. Part-timers shall be pro-rated accordingly.
3. All employees working a thirty-five (35) hour work week with one hundred and nine (109) months or more of seniority will be entitled to one hundred and forty (140) hours of paid vacation and all employees on forty (40) hours per week or forty (40) hour equivalent schedule will be entitled to one hundred and sixty (160) hours paid vacation. Part-timers will be pro-rated accordingly.

Section B: Accumulation of Annual Vacation Leave

Accumulation of annual vacation leave from year to year is permitted, however, such a carry over shall not exceed one hundred and forty (140) hours for employees with a thirty-five hours a week schedule and one hundred and sixty (160) hours for employees with a forty (40) hour per week or forty (40) hour equivalent schedule. Employees with accumulated vacation leave in excess of one hundred and forty (140) hours for employees with a thirty-five hours a week schedule and one hundred and sixty (160) hours for employees with a forty hour per week or forty hour equivalent schedule but not greater than one hundred and seventy five (175) hours for employees with a thirty-five hours a week schedule and two hundred (200) for employees with a forty hour per week or forty hour equivalent schedule may continue to carry over this amount of vacation time in excess of the limits contained in this Section until such time as those hour are used, at which time the above provisions apply.

Section C: Annual Vacation Leave Schedule

An annual vacation leave schedule shall be prepared in accordance with Rules and Regulations, with senior employees have first preference to choose.

Section D: Vacation Day

A "vacation day" shall be construed to mean one (1) working day and shall not include those which he/she otherwise would normally have off during the course of any given work week.

Section E:

Vacation may be taken at any time during the year subject to the Rules and Regulations, department policy and procedures, and approval of the vacation schedule by the appropriate supervisor.

Section F: Compensation for Accrued Vacation Leave Upon Termination
from Township Service

Accrued vacation leave shall be compensated for at the rate of pay at which it was earned when the employee is terminated, either voluntarily or involuntarily, from the Township service. The employee must submit a written resignation at least two (2) weeks in advance to the department head in order to be compensated for unused vacation time. Vacation time may be taken prior to termination if sufficient notice is given in advance of termination date to provide at least two weeks working time.

Section G: Official Holiday/Vacation Leave

Any official holiday occurring during an employee's vacation leave period will not be counted as a day of vacation leave used.

Section H: First Six (6) Months of Employment

Vacation may not be taken during the first six months of employment.

Section I: Credit of Vacation Leave/Termination of Employment

At the beginning of the new calendar year, in anticipation of continued employment for the full year, each employee will be credited with the amount of vacation expected to be earned that year. If, upon termination, an employee has used more vacation than entitled to, the Township will deduct from the final pay an amount equal to the rate of pay for the days of vacation taken in excess of the number earned.

Section J: Advance Paycheck

Before taking vacation, an employee may receive an advance paycheck for a payday that falls during the scheduled vacation. Such payments must be request when time sheets are submitted for the last regular paycheck prior to vacation except where vacation falls in a different year than the request.

Section K: Smallest Unit of Time Allowed

The smallest unit of time that may be taken as vacation is half (1/2) a day.

ARTICLE 27: PERSONNEL FILES

Section A: Personnel File

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township.

Section B: Review of Personnel File

Upon advance notice of at least seventy-two hours and between the hours of 9:00 a.m. and 4 p.m., Monday through Friday, excluding holidays, any employee may review his/her personnel file. This appointment for review must be made through the Chief of Police.

Section C: Filing of a Written Complaint/Right to Rebuttal

Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her, and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file.

Section D: Maintenance of Personnel Files

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE 28: TERMINATION COMPENSATION

Section A: Event of Employee's Death

In the event of any employee's death, his/her estate or legal representatives shall be paid for all accumulated holidays, vacation leave and sick leave accrued pursuant to the terms of this Agreement at the rate of pay earned by such deceased employee at the time of his/her death.

Section B: Event of Retirement or Termination

Employees shall receive pay for all pro-rated accumulated, unused holidays, vacation leave, and sick leave (such sick leave to be in accordance with Article 16, Section E) in the event of retirement or termination from Township employment. Any employee who is discharged pursuant to Article 11 shall not be entitled to benefits under this provision.

ARTICLE 29: TRAVEL EXPENSES

In connection with their official duties, employees shall be reimbursed at the rate of twenty-five cents (\$0.25) per mile for all approved travel expenses while using a personal vehicle and shall be reimbursed for travel from the Township Police Headquarters to their destination in connection with their official duties.

ARTICLE 30: TRAINING TIME

Section A:

Employees will participate in training at the Police Headquarters, or such other places as may be required, and the employee shall be compensated for travel expenses in accordance with the provisions of Article 29 only when travel is required outside the Township of East Windsor.

Section B:

The Township will use the employees on duty time when possible to fulfill the requirement for training purposes only.

Section C:

Training time is not to be interpreted as including that time spent by the superior officers with an employee reviewing reports, evaluating an employee's performance, or other matters relating to an individual employee, but is intended to encompass instruction and training required by the Police Department as a whole or sections thereof.

ARTICLE 31: HOLIDAYS

Section A: Full-Time Permanent Employees

All full-time permanent employees shall be entitled to ten (10) paid days off as holidays annually. These holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

Section B: Floating Holidays

Floating holidays credited for 2000, 2001, 2002, and 2003 must be used before December 31, 2005, or they will lapse.

Employees shall have four (4) floating holidays. Employees who have completed a full year's employment with the Township will have a total of five (5) floating holidays. Floating holidays may be scheduled only in accordance with the policies established by the Chief of Police.

Section C: If Township Declares Additional Holiday

If the Township declares a holiday in addition to those set forth above, any employee who is required to work on such holiday shall be granted an additional day off at a later date, to be mutually agreed upon by the employee and the Chief of Police so as not to interfere with the daily operation of the Department.

Section D: Compensation for Holidays

Compensation for holidays shall be as follows:

1. If a holiday falls or is included in a scheduled shift, and the employee actually works on that holiday, he/she shall receive his/her schedule hours of pay at double time.
2. If a holiday falls or is included on a normal day off, the employee shall be compensated with an additional day off or holiday pay at the rate paid for a seven (7), and eight (8) or and eight and one-half (8-1/2) hour day, depending on regular schedule, at the employee's option.
3. If an employee is on duty related injury leave, and that period of time falls on a holiday, he/she will receive one (1) day's pay for said holiday.
4. If an employee is on sick leave, and that period of time falls on a holiday, he/she will not be charged for the sick day, but will receive one (1) day's pay for said holiday.
5. An employee who is on vacation when a holiday is observed will not have a day of vacation leave counted as being used.
6. To be paid for a holiday, an employee must work the last working day before and the first working day after the holiday, unless excused by the department head in accordance with Township policy on sick leave.
7. For Clerical Employees, if a holiday falls on a Sunday, it will be observed the following Monday, and if a holiday falls on Saturday, it will be observed the preceding Friday.
8. If an employee is scheduled to work on a holiday and receives compensation in accordance with D(1) above, but it required to work overtime, as defined in Article 34B(1) on such a day, the employee shall receive triple time for all overtime worked on said holiday.

ARTICLE 32: COMPENSATION

Section A: Compensation for 2010

Effective January 1, 2010, all bargaining unit members on Township's payroll shall receive no increase in salary. The schedule of salaries for 2010 shall be as follows:

Title	Minimum	Maximum	Min. Hourly	Max. Hourly
Clerk Typist	\$ 27,613	\$ 37,180	\$ 15.17	\$20.43
Police Radio Officer	\$ 41,895	\$ 56,407	\$ 20.14	\$27.12

Section B: Compensation for 2011

Effective January 1, 2011, bargaining unit members on Township's payroll shall receive an across the board salary increase of one and one-half percent (1.5 %) over their 2010 base salary. The schedule of salaries for 2011 shall be as follows:

Title	Minimum	Maximum	Min. Hourly	Max. Hourly
Clerk Typist	\$ 28,027	\$ 37,738	\$ 15.40	\$ 20.74
Police Radio Officer	\$ 42,524	\$ 57,254	\$ 20.44	\$ 27.53

Such wage increase shall be a minimum increase, provided that in the event any non-police union in the Township negotiates a wage increase for 2011 greater than 1.5%, taking into full consideration any and all offsetting financial and/or economic concessions that may be agreed to with such unions for 2011, then the members of the 676 shall receive an equivalent increase for 2011.

Section C. New Hire

Any new hire covered by this agreement shall be paid eighty-five percent (85%) of the amount established for the position.

ARTICLE 33: LONGEVITY

Section A: Longevity Payment Schedule

In addition to salary as provided in Article 32, each employee shall receive a longevity payment in accordance with the following schedule:

<u>Service Time Completed</u>	<u>Longevity Compensation</u>	
	2010	2011
5 years and one month to 9 years	\$ 614	\$ 614
9 years and one month to 14 years	\$1,111	\$1,111
14 years and one month to 19 years	\$1,611	\$1,611
19 years and one month and over	\$2,013	\$2,013

Section B: Longevity Payment

Longevity payment will be made during the month of December on a pro-rata basis from the beginning of the calendar year to the anniversary date and from the anniversary date to the end of the calendar year, at the applicable respective longevity compensation rates.

Section C: Employment Termination - Pro-rated Payment

Employees who leave the employment of the Township prior to receiving a longevity payment shall receive a pro-rated payment up to the date of termination at the time of termination.

ARTICLE 34: HOURS OF WORK AND OVERTIME

Section A: Hours of Work

Employees shall be scheduled for work in accordance with the following:

1. Police Radio Officers

Police Radio Officers shall work a rotating schedule to include eight (8) consecutive hours per day on a twenty-eight (28) day cycle to include eight (8) days off. A forty (40) hour equivalent schedule may also be used, at the discretion of management, which is a rotating schedule of eight and one half (8-1/2) consecutive hours per day, four (4) days of work followed by two (2) days off. However, to complete the forty (40) hour equivalent requirement. Radio Officers will be required to work seventeen (17) hours on regularly scheduled days off without additional compensation. Shifts shall be as established by the Chief of Police.

An employee shall be given seventy-two (72) hours notice of a schedule change. An employee's schedule may not be altered more than four (4) hours before the scheduled shift or four (4) hours after the end of the regular scheduled shift.

2. Clerical

Clerical personnel shall work a schedule of seven (7) hours per day Monday through Friday, exclusive of a one (1) hour lunch period. The hours scheduled shall be as determined by the Township policy.

Section B: Overtime Compensation

1. Employees shall be entitled to receive overtime compensation at the rate of one and one-half (1-1/2) times the employee's regular base rate of pay under the following conditions:

a. All hours paid for in excess of eight (8) hours or eight and one-half (8-1/2) hours per day, depending on the schedule.

b. All hours paid for in excess of forty (40) hours per week or the forty (40) hour equivalent schedule.

2. Employees shall be entitled to receive overtime pay at the rate of double their regular base rate of pay for all work performed on the seventh (7th) consecutive day of work or after forty-eight (48) hours (Police Radio Dispatchers) of work performed or forty-two (42) hours (Clerical) of work performed.

3. Overtime work shall be distributed as equitably as possible among all employees who have been given a reasonable notice of one (1) hour in advance that overtime will be worked, except in cases of emergency.

4. Overtime shall be paid on the next pay day following the pay period for which the overtime was recorded.

5. In the event that an employee is called back to work outside of his/her regularly scheduled shift, he/she shall be paid at the rate of one and one-half (1-1/2) times the employee's regular base rate of pay for all hours paid for with a minimum of two (2) hours for each call back.

6. In the event an employee is called back to work outside of his/her regularly scheduled shift for the purpose of attending court, he/she shall be paid a minimum of two (2) hours pay, with all hours worked being compensated at the rate of one and one-half (1-1/2) times the employee's regular base rate of pay.

7. Employees required to work in excess of two (2) hours overtime in any one (1) day shall be afforded a fifteen (15) minute break period on Township time. Any employee required to work in excess of twelve (12) hours in any one (1) day shall be entitled to an additional twenty (20) minute break on Township time.

8. All time worked shall be paid for when worked. There shall be no compensatory time in lieu of time worked pay.

ARTICLE 35: LAYOFF

If a full-time employee is laid off for more than six (6) months, he/she is to be paid for any earned accumulated vacation time pro-rated for the current year in addition to the following schedule:

- | | |
|---|---------------------------------|
| 1. Six (6) through ten (10) years of service: | Four (4) weeks severance pay |
| 2. Eleven (11) through fifteen (15) years of service: | Six (6) weeks of severance pay |
| 3. Sixteen (16) or more years of service: | Ten (10) weeks of severance pay |

ARTICLE 36: RESIGNATION

Section A: Proper Notification

If an employee gives two (2) weeks notice when he/she intends to resign, he/she shall be paid for any accrued vacation time provided the employee works the full two weeks prior to the effective date of the resignation.

Longevity shall be pro-rated for the current year, if applicable.

Section B: Improper Notification

If the employee does not give the proper two (2) weeks notice of his/her intention to resign, or fails to work the full two (2) weeks, he/she shall not be entitled to any payment under Section A above.

ARTICLE 37: LIABILITY INSURANCE

Section A: False Arrest and Liability Insurance

The Township agrees to cover all employees with False Arrest and Liability Insurance in the amount of two hundred fifty thousand dollars (\$250,000.00).

Section B: Legal Representation

Whenever an employee is a defendant in any action or legal proceeding arising out of, or incidental to, the performance of their duties, the Township shall provide said employee with legal representation for such action or proceeding. This does not include legal representation for their defense in a disciplinary hearing instituted against an employee by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township or not arising out of their duties.

ARTICLE 38: MILITARY LEAVE

Section A: Armed Forces of the United States

Every employee upon entering the Armed Forces of the United States shall be granted leave of absence until such time as he/she shall be honorably discharged from said office, position or employment by reason of his/her entry into such service. Such leave of absence shall be granted without pay.

Section B: Summer Encampment

In the event any employee covered by this Agreement, who is a reservist in the Armed Forces of the United States, is required to attend maneuvers or summer encampment, for a period not to exceed three months at any one time, the employer agrees to supplement his/her military pay with an amount sufficient to equal his/her regular weekly earnings at the straight time rate for his/her job classification; provided, however, that where it is necessary to employ a substitute to perform the duties of such employee during his/her absence, the amount of the compensation paid the substitute shall be deducted from the salary, wage, or compensation of any such employee.

ARTICLE 39: CONDITIONS OF WORK SAFETY

It is understood by the parties that it is the Township's intent to be governed by safety standards, State and Federal, applicable to units of local government within the State of New Jersey.

ARTICLE 40: HEALTH BENEFITS AND INSURANCE

Section A: Health Benefit Program

The Township shall continue to provide each full-time employee, his/her spouse and eligible dependents, with a health benefit program which includes the following effective upon execution of this Agreement:

1.

Effective June 1, 2010, the State Health Benefits Program – Direct 15 Plan shall be offered to all full-time employees and dependents, with the Township paying one hundred (100%) percent of the premium. Employees shall have the option of buying up to the Direct 10 Plan, at their option, with the additional premium cost for such upgrade being deducted from such employee(s) as a payroll deduction. Until the new State Health Benefit plan is offered, the Horizon plan in place immediately before June 1, 2010 will apply.

2.

a. The prescription card is provided through and in accordance with the State Health Benefits Program, which currently provides co-pays of \$3.00 generic; \$10 brand; \$5/\$15 mail order (90 day supply).

b. The Township shall pay one hundred (100%) percent of the premium cost for the applicable State Health Benefits Program Prescription card plan for all full-time employees and dependents.

3. Vision Care - \$150.00 per year to be reimbursed for each employee, to the extent not covered by the NJDirect 15 Plan.

4. A dental program comparable to the present plan, fifty percent (50%) of which shall be paid for by the employee and fifty percent (50%) of which shall be paid for by the employer. Eligibility for this benefit shall be at the expiration of six (6) months from the date of employment.

5. Life insurance in the amount of five thousand dollars (\$5,000.00) for the employee. The employee, after six (6) months employment may elect to add an additional ten thousand dollars (\$10,000.00) life insurance, double indemnity policy, and the additional premium shall be paid fifty percent (50%) by the employee and fifty percent (50%) by the employer. This benefit shall not be continued for retired employees.

6. Permanent part-time employees can enroll on pro-rated premium basis, as the State Health Benefits Program rules may permit.

7. Employees shall contribute 1.5% of base salary to premium, commencing May 21, 2010.

8. Payments for waivers or reductions of health benefits shall be in accordance with State laws governing those provisions and implementing Township personnel policies.

Section B: Health Benefit Program for Retirees

The Township shall provide, effective June 1, 2010, the NJDirect 15 Plan and prescription plan provided to retirees under the State Health Benefits Program for each employee, retiring with twenty years of Township service and having twenty-five (25) years or more of service credit in a State or locally administered retirement system or to employees who have retired or will retire on a disability pension or to employees who are at least age sixty-two (62) with at least twenty (20) years of service with the Township, which benefit shall be fully paid for by the Township.

Section C: Changes in Health Benefit Program

The Township may, at its option, change any of the existing insurance plans or carriers providing such benefits, so long as there is no appreciable change in the level of benefits provided to the employees or their eligible dependents. The Township further reserves the right, at its option, to self-insure any of such plans or coverage's so long as there is no appreciable change in the level of benefits provided to the employees and their eligible dependents. Prior notice must be made to the union of any change in the above-described benefits. The Union will receive thirty (30) days notice.

Section D: Sick Leave Injury

When a Township employee is injured in the line of duty, the Township shall, subject to the terms and conditions hereinafter set forth, grant the employee up to one (1) year leave of absence with pay for a given injury, except that those injuries which result from employee activities which would give rise to a cause for either suspension or removal as enumerated in the agreement. It being the intent of the parties that an employee shall only be eligible for a one (1) year leave for any particular injury and that to be eligible for this benefit again the injury must be unrelated to any prior injury. In the event that the employee shall receive a temporary disability pursuant to the statutes governing workers' compensation laws of the State of New Jersey, or elsewhere, or shall receive income benefits arising out of any policy of insurance paid for contributed to by the Township of East Windsor, such amounts received shall be deducted from the employee's weekly pay in order to determine the entitlement of that employee.

Health insurance benefits will be provided in the event of a work related injury.

Section E. Public Employees Retirement System

The Township shall join and participate in a P.E.R.S. Contributions for each employee shall be in accordance with the terms of the P.E.R.S.

ARTICLE 41: PAY PERIODS

Section A:

All wages shall be due and payable in full every two (2) weeks, at the end of the shift on Thursday, but no later than twelve noon on Friday.

Section B:

The pay period shall be 12:01 a.m. Sunday to 12:00 a.m. the following Saturday. Overtime worked after 7:00 a.m. on Saturday will be paid in the following pay period. Employees who are working the 11:00 p.m. Thursday until 7:00 a.m. Friday shift on the day paychecks are due, shall be able to receive their paychecks after the end of their shift at 7:00 a.m. Friday morning.

Section C:

When the regular payday occurs on a holiday, the Township shall pay the employees on the regular workday immediately preceding the holiday.

With each paycheck, the employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 42: CREDIT UNION

The Township agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes, if the employee has provided the Township with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

ARTICLE 43: CLOTHING CLEANING AND MAINTENANCE OF UNIFORMS

Section A: Cleaning and Maintenance Allowance

The Township shall provide each uniformed employee with an annual cleaning and maintenance allowance of \$ 700. Part-timers shall be pro-rated based upon their regular schedule. Upon termination, this amount shall be pro-rated.

Said payments shall be paid to the employee without the necessity of presentation of any cleaning, tailoring or alteration receipts. However, the Township, at the end of each calendar contract period, but not later than January 31st of the succeeding year, may provide the employee with an Internal Revenue 1099 form as compensation paid to the employee.

Section B: Payment of Allowance and Provision for Tinted Prescription
Glasses or Computer Tinted Safety Screen

A provision or understanding exists whereby the Township will provide tinted prescription glasses or computer tinted safety screen to protect the dispatchers from continued exposure to glare from the computers.

ARTICLE 44: RETROACTIVITY

Retroactive payments of any kind, including salary increases, will not be made for those employees who separate from employment prior to the date in which payment is issued, with the exception of those employees that applied for and received approval for retirement under the State of New Jersey Public Employees Retirement System.


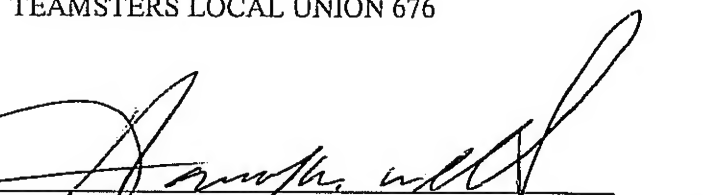

ARTICLE 45: TERM AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect as of 12:01 a.m. January 1, 2010 and shall be in effect up to and including December 31, 2011. This Agreement shall continue in full force and effect from year to year thereafter, until supplanted by a successor agreement.

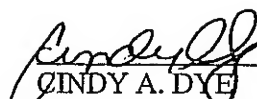
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at East Windsor, New Jersey, on this day of , 2010.

EAST WINDSOR TOWNSHIP

TEAMSTERS LOCAL UNION 676


JANICE S. MIRONOV, MAYOR
HOWARD W. WELLS, PRESIDENT/BUSINESS AGENT
THOMAS A. LYON, TRUSTEE/BUSINESS AGENT

ATTEST:


CINDY A. DYE
MUNICIPAL CLERK

EAST WINDSOR TOWNSHIP

Office of the Township Manager

Memorandum

TO: VERONICA NASH, SHOP STEWARD
FROM: ALAN M. FISHER, TOWNSHIP MANAGER
DATE: DECEMBER 21, 2010
RE: CONTRACT ADDENDUM

East Windsor Township and Teamster Local Union No. 676 agree to the following as part of the negotiations of the 2010 – 2011 Collective Bargaining Agreement:

1. For 2010 calendar year, the Township shall not impose any layoffs, furloughs, or outsourcing of 676 members or their duties. In addition, for the 2010 calendar year, the Township shall impose no demotions or downgrades of 676 members, absent disciplinary proceedings for cause.
2. This Collective Bargaining Agreement is without prejudice to any pending grievances or PERC charges that may have been filed by or on behalf of the Local Union or any 676 members, or to the Township with respect to layoff decisions made prior to this Collective Bargaining Agreement. Nothing in this Collective Bargaining Agreement shall be construed as an omission against the Union or Township in any such pending matters.

While not included in the Collective Bargaining Agreement, the parties intend to be bound by this Contract Addendum. The Collective Bargaining Agreement does not supersede nor negate the terms of this Contract Addendum.

Please sign below to acknowledge your acceptance of these understandings as the basis for concluding our negotiations of the successor agreement. The Township's acceptance is acknowledged by my signature below.



EAST WINDSOR TOWNSHIP



TEAMSTER LOCAL UNION NO. 676

cc: Mayor Janice S. Mironov & Council Members